

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Joseph Montopoli, Fire Chief/EMC 954-797-1842

**PREPARED BY:** Frank Suriano, Assistant Chief Administration 954-797-1843

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** BID - RESOLUTION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY ORANGE COUNTY TO HALL-MARK FIRE APPARATUS, INC UNDER CONTRACT NO. Y5-1072 TO PURCHASE TWO (2) FIRE RESCUE PUMPERS AND ONE (1) AERIAL LADDER PLATFORM AND RELATED EQUIPMENT/ACCESSORIES (\$1,963,373.00).

**REPORT IN BRIEF:** Davie Fire Rescue Department wishes to purchase three (3) fire rescue vehicles from Hall-Mark Fire Apparatus, Inc. The Fire Rescue Department previously purchased fire vehicles from Hall-Mark Fire Apparatus, Inc and is pleased with the equipment and level of customer support received by them. The fire apparatus will provide the town with proper coverage with frontline responses and adequate reserve apparatus inventory for on-call status during preventative maintenance, accidents and special detail. Purchasing E-One engines and aerial through Hall-Mark Apparatus Inc. will keep our fleet consistent and our fleet costs down as opposed to having different manufactureres, makes and models. In addition, we are receiving cost savings, not included in the Orange County contract, by purchasing three (3) apparatus from Hall-Mark Apparatus Inc. which are pre-payment and multi-vehicle discounts, as well as, purchasing prior to the January 2010 EPA mandate for the new emission standards.

We recommend approving the basic pricing from the Orange County contract since it has previously solicited sealed bids at competitive rates that suit the Town's needs. The pricing obtained by Orange County is competitive because of the volume of apparatus purchases generated by this bid. The Town's purchasing ordinance allows for using another governmental entity's bid if pricing is beneficial. The complete copy of the Orange County Contract is attached. As mentioned above, this pricing is below the Orange County Contract price because of the Town negotiated pre-payment and multi-vehicle discounts. .

**PREVIOUS ACTIONS:** R-2003-113, R-2005-091

**CONCURRENCES:**

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$1,963,373

Account name and number: Fire Impact Fees 013-0620-522-6416 in the amount of \$513,373; Vehicle Maintenance Fund account 050-0759-591-6400 in the amount of \$500,000; Capital Outlay Fire Pumper account 030-3004-522-6410 in the amount of \$450,000; and Fire Pumper account 030-3601-522-6110 in the amount of \$500,000.

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Fire Apparatus Proposals (2), Piggyback Bid Sheet Checklist, Procurement Authorization, Orange County Contract Bid and Renewal Letter, Fire Department Memo, Hall-Mark Apparatus Memo

RESOLUTION \_\_\_\_\_

BID - RESOLUTION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY ORANGE COUNTY TO HALL-MARK FIRE APPARATUS, INC UNDER CONTRACT NO. Y5-1072 TO PURCHASE TWO (2) FIRE RESCUE PUMPERS AND ONE (1) AERIAL L A D D E R PLATFORM AND RELATED EQUIPMENT/ACCESSORIES (\$1,963,373.00).

WHEREAS, the addition of three fire rescue vehicles will allow the Fire Rescue Department to provide better apparatus “ready status” for emergency calls; and

WHEREAS, purchasing the fire apparatus through Hall-Mark Apparatus Inc. will keep our fleet consistent and our fleet costs down; and

WHEREAS, the bid issued by Orange County was designated as a statewide open bid intended for use by other public entities; and

WHEREAS, after review, the Town Council wishes to accept the bid awarded by Orange County to Hall-Mark Fire Apparatus, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Town Administrator or designee to purchase two (2) fire rescue pumpers and one (1) aerial ladder from Hall-Mark Apparatus, Inc. in the amount of \$1,963,373.00.

SECTION 2. The Town Council hereby accepts the basic pricing from the Orange County contract no.Y5-1072, along with the Town negotiated pre-payment and multi-vehicle discounts

SECTION 3. The Town Council hereby authorizes the Town Administrator or designee to disburse funds from the Impact Fees Account 013-0620-522-6416 in the amount of \$513,373; Vehicle Maintenance Fund account 050-0759-591-6400 in the amount of \$500,000; the Capital Outlay Fire Pumper account 030-3004-522-6410 in the

amount of \$450,000; and Fire Pumper account 030-3601-522-6110 in the amount of \$500,000.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_  
MAYOR/COUNCILMEMBER  
ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009



3431 NW 27<sup>th</sup> Avenue • Ocala, Florida 34475  
Office: 352-629-6305 • Fax: 352-629-2018  
www.hall-markfire.com E-Mail: info@hall-markfire.com  
Toll Free: 1-800-524-6072

**FIRE APPARATUS PROPOSAL**

**DATE: October 29, 2009**

**This Proposal has been prepared for:**

**Chief Joseph Montopoli  
Town of Davie Fire Department  
6901 Orange Drive  
Davie, FL 33314**

We propose to provide you two (2) E-ONE Custom Rescue Pumpers mounted on Typhoon Chassis, built and equipped in accordance with the customer requirements. This proposal is submitted under the pricing terms of the Orange County Purchasing Contract.

Delivery of the Pumpers will be less than 180 days from receipt of purchase order or signed purchase agreement and will be F.O.B. Town of Davie, FL. Terms of payment shall be cash on delivery (C.O.D.) unless a pre-payment is made.

This proposal shall expire unless accepted within 30 days after the date first set above. This expiration date may be extended, in writing, if pricing remains valid.

	<b><u>Price Each</u></b>	<b><u>Extended Price</u></b>
Custom Pumper Price:	\$ 467,392.00	\$ 934,784.00
Loose Equipment	\$ 64,387.00	\$ 128,774.00
	\$ 531,779.00	\$1,063,558.00

**Deduct an additional \$21,271.00 for pre-payment of both units (\$1,042,287.00 net the discount) resulting in a price of \$521,143.50 each for full pre-payment of both equipped pumpers.**

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute an agreement to this proposal with signatures from authorized representatives as of the date set forth by each.

Company: Hall-Mark Fire Apparatus, Inc.

Purchaser: Town of Davie, Florida

By: [Signature]  
(printed) William D. Alm

By: \_\_\_\_\_  
(printed)

Title: V.P. / General Manager

Title: \_\_\_\_\_

Date: October 29, 2009

Date: \_\_\_\_\_



**TERM CONTRACT  
Y5-1072  
FIRE APPARATUS**

The Orange County Board of County Commissioners, hereinafter referred to as the COUNTY and Hall-Mark Fire Apparatus, hereinafter referred to as the CONTRACTOR hereby enter into a term contract subject to the following:

**GENERAL TERMS AND CONDITIONS**

**1. GENERAL INFORMATION**

This contract, these general and special terms and conditions, and the specifications/scope of services constitute the complete set of specifications and requirements. All work shall be performed in accordance with said specifications/scope of services.

**2. PRICE/DELIVERY**

Price(s) quoted must be for new merchandise unless otherwise specified. "Acceptance" as herein used means the acceptance by the COUNTY after the Manager, Purchasing and Contracts Division or his authorized agent, has by inspection or test of such items determined that they fully comply with specifications. Deliveries are to be made during the normal working hours of the COUNTY unless otherwise requested. Time is of the essence and the delivery date specified on the delivery order must be adhered to. Partial shipments will be acceptable unless otherwise stated.

**3. FEDERAL AND STATE TAX**

The COUNTY is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The COUNTY has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

**4. CONFLICT OF INTEREST**

This contract is subject to provisions of applicable State Statutes and County Ordinances. The CONTRACTOR must disclose the name of any officer, director, or agent who is also an employee of the COUNTY. Further, the CONTRACTOR must disclose the name of any COUNTY employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the CONTRACTOR'S firm or any of its branches.

Should the CONTRACTOR permanently or temporarily hire any COUNTY employee who is, or has been, directly involved with the CONTRACTOR prior to or during performance of the contract, the contract shall be subject to immediate termination by the COUNTY.

5. **LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the CONTRACTOR shall in no way be a cause for relief from responsibility. The CONTRACTOR is prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

6. **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this contract.

7. **AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

8. **COPIES**

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with the COUNTY'S fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

9. **PAYMENT TERMS/DISCOUNTS**

The COUNTY'S payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act.

10. **PATENTS AND ROYALTIES**

Unless otherwise provided, the CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The CONTRACTOR, without exception, shall indemnify and save harmless the COUNTY and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the CONTRACTOR. In the event of any claim against the COUNTY of copyright or patent infringement, the COUNTY shall promptly provide written notification to the CONTRACTOR.



If such a claim is made, the CONTRACTOR shall use its best efforts to promptly purchase for the COUNTY any infringing products or services or procure a license, at no cost to the COUNTY, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**11. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

The provisions of Florida Statute 768.28 applicable to the COUNTY apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

**12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The CONTRACTOR certifies that in connection with this procurement, all prices have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any competitor.

**13. SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

## **SPECIAL TERMS AND CONDITIONS**

### **1. F.O.B. POINT**

The F.O.B. shall be 4400 Vineland Rd., Orlando, Florida 32811. The prices quoted for each purchase shall include all costs of packaging, transporting, delivery and unloading to the stated point within Orange County.

### **2. DELIVERY**

Delivery time is of the essence in this contract. Delivery shall be no later than the delivery times as stated below. Failure of the CONTRACTOR to meet this delivery requirement may result in default. It is hereby understood and mutually agreed to by and between the parties hereto that the time of delivery is an essential condition of this contract.

- Commercial Chassis Pumpers and Tankers, **150 days** after receipt of chassis.
- Custom Chassis Pumpers and Tankers, **270 days** after receipt of delivery order.
- Mini Pumpers, **150 days** after receipt of chassis.
- Woods Fire Fighting Apparatus, **150 days** after receipt of chassis.
- Commercial Chassis Rescues, **150 days** after receipt of chassis.
- Custom Chassis Rescue, **330 days** after receipt of delivery order.
- Aerial Ladders and Platforms, **240 days** receipt of delivery order.
- Specialty Units, **360 days** after receipt of delivery order.
- Tradition Series, **360 days** after receipt of delivery order.

On an annual basis, apparatus delivery terms may be reviewed and adjusted as mutually agreed upon by the CONTRACTOR and the COUNTY.

### **3. LIQUIDATED DAMAGES**

Should the CONTRACTOR fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by the COUNTY, the COUNTY will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of \$200.00 for each calendar day of delay that actual completion extends beyond the time limit as specified in the delivery order until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the COUNTY will sustain per diem by failure of the CONTRACTOR to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the CONTRACTOR.

### **4. TERMINATION**

#### **A. Termination for Default:**

The COUNTY, by written notice to the CONTRACTOR, may terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards.
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract.
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the COUNTY'S Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the vendor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the CONTRACTOR'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONTRACTOR, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY'S Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective.

However, at the COUNTY'S sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

5. **AS SPECIFIED**

All product delivered must meet the specifications herein. Product delivered not as specified will be returned at no expense by the COUNTY. The COUNTY may return, for full credit any unused product received which fail to meet the COUNTY'S performance standards. Replacement product meeting specifications must be submitted within a reasonable time after rejection of the non-conforming product.

6. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

CONTRACTOR certified that all material, equipment, etc., contained in this contract meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

7. **SAFETY REGULATIONS**

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

8. **PAYMENT**

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by the COUNTY. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Fire Rescue Department  
Financial Services Division  
6590 Amory Ct.  
Winter Park, FL 32792  
Phone: (407) 836-9871

The COUNTY may deduct a 1/2% discount for prompt payment should such payment be made within ten (10) calendar days from receipt of a proper invoice.

9. **EQUIPMENT/SERVICE**

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the CONTRACTOR from furnishing a complete unit.

- B. All equipment must be new, or current manufacturer in production and carry standard warranties. The CONTRACTOR must service all equipment prior to delivery.
- C. The CONTRACTOR must be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business.
- D. The CONTRACTOR must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet and maintain these requirements, in the COUNTY'S sole opinion, may be cause for contract termination.

10. **WARRANTY**

The CONTRACTOR shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year after delivery and acceptance by the COUNTY. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the CONTRACTOR shall repair or replace same at no cost to the COUNTY, immediately upon written notice from the COUNTY'S authorized representative.

The CONTRACTOR shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the COUNTY. All warranty provisions of the Uniform Commercial Code shall additionally apply.

11. **MANUALS**

The following manuals, in electronic format (stored on its own CD ROM) and in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

Operation Manual	2 copies
Parts Manual	2 copies
Repair Manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

- 1. Statement of Origin
- 2. Warranty certifications
- 3. Copy of pre-delivery service report
- 4. DHSMV-V-40, Application for Certification of Title/Registration
- 5. Check for Title - payable to Earl K. Wood, Orange County Tax Collector
- 6. Temporary tag
- 7. Sales Tax Exemption form (if required).

**12. PROTECTION OF PROPERTY/SECURITY**

The CONTRACTOR shall take all necessary precautions to protect buildings and personnel when working on COUNTY property. All work shall be completed in every respect and accomplished in a professional manner and the CONTRACTOR shall provide for removal of all debris from COUNTY property.

The CONTRACTOR shall at all times guard against damage or loss to property of the COUNTY, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The COUNTY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the CONTRACTOR or his agent.

The CONTRACTOR shall at all times guard against injury to COUNTY employees. The CONTRACTOR must, at all times, comply with State of Florida and OSHA safety regulations.

**13. INSURANCE REQUIRED**

- A. Before execution of the contract by the COUNTY and commencement of the operations and/or services to be provided, and during the duration of the contract, the CONTRACTOR shall file with the COUNTY current certificates of all required insurance on forms acceptable to the COUNTY, which shall include the following provisions:
  - 1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the COUNTY.
  - 2. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
  - 3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.
- B. The CONTRACTOR shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.
- C. Coverage Required:
  - 1. Workers' Compensation - The CONTRACTOR shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY and its agents, employees and officials.

2. Commercial General Liability - The CONTRACTOR shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The CONTRACTOR shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. Garagekeeper's Legal Liability - The CONTRACTOR shall maintain Garagekeeper's Legal Liability at a limit not less than \$500,000.00 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sublimit applies, the minimum sublimit shall not be less than \$50,000.00 per vehicle.

Any per vehicle or per occurrence deductible shall be the CONTRACTOR'S responsibility. An "on-hook" coverage, or similar endorsement, shall be included in the event any COUNTY vehicles are towed, on behalf of the COUNTY, by the CONTRACTOR.

5. The "Orange County Board of County Commissioners" shall be specifically included as an additional insured on the general liability policy.
- D. All such insurance required of the CONTRACTOR shall be primary to, and not contribute with, any insurance or self-insurance maintained by the COUNTY.
- E. Any exceptions to the insurance requirements in this section must be approved in writing by the COUNTY.
- F. Compliance with these insurance requirements shall not relieve or limit the vendor's liabilities and obligations under this contract. Failure of the COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR'S obligation to maintain such insurance.

#### **14. CONTRACT TERM/RENEWAL**

- A. The contract shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiating COUNTY department(s) shall issue delivery (purchase) orders against the term contract on an “as needed” basis.
- C. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR'S and the COUNTY'S rights and obligations with respect to that order to the extent as if the order were completed during the contract's performance period.

**15. PRICING**

The CONTRACTOR shall have a published price list for all available apparatus and options. The CONTRACTOR shall list a percentage discount off of the published price list for apparatus purchases. The CONTRACTOR shall list a percentage discount off of equipment manufacturers list prices for all loose fire equipment specified by the COUNTY including, but not limited to nozzles, hoses, appliances, etc. The COUNTY requires a firm percentage discount for all apparatus and equipment for the entire contract period. Pricing is not required until a specific piece of apparatus or equipment is ordered. Price lists may be updated every twelve months at the anniversary date of the contract.

**16. PRICING/AUDIT**

The CONTRACTOR shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this contract. The COUNTY shall have access to such books, records, subcontract, financial operations, and documents of the CONTRACTOR or its subcontractors as required to comply with this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR'S place of business.

**17. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES**

At the option of the CONTRACTOR, the use of this contract may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the CONTRACTOR to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**18. TRADE-INS**

When trade-in units are offered, the COUNTY reserves the right to purchase with or without trade-in units, whichever will serve the best interest of the County. It is the CONTRACTOR'S sole responsibility to inspect the equipment offered for trade-in. Trade-in equipment carries no warranties and is traded “as is”, “where is”.



19. **RECORDS MANAGEMENT**

The CONTRACTOR shall be responsible for preparing and maintaining a record file of parts and assemblies used to manufacture each apparatus. These records shall be maintained in the factory of the CONTRACTOR for a minimum of twenty (20) years. Files will contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus and original purchase documents including, but not limited to, specifications, contract, invoices, incomplete chassis certificates, quality control reports, final delivery acceptance, etc. The COUNTY shall have access to all documents in the record file upon request.

20. **PRE-CONSTRUCTION CONFERENCE AND INSPECTIONS VISITS**

- A. A pre-construction conference shall be coordinated between the COUNTY and the CONTRACTOR to review each apparatus order prior to apparatus construction. The pre-construction conference shall include, but not be limited to, review of specifications and drawings with the CONTRACTOR'S engineering staff to ensure a complete understanding of all apparatus requirements.
- B. A mid-point inspection meeting shall be coordinated between the COUNTY and the CONTRACTOR prior to "body load". The mid-point inspection shall include, but not be limited to, inspection of the chassis, body, wiring, etc. to ensure compliance with specifications.
- C. A final inspection shall be coordinated between the COUNTY and the CONTRACTOR prior to apparatus delivery. The final inspection shall take place when the apparatus construction is complete and shall include, but not be limited to, a full and thorough performance test and evaluation of the apparatus and all integrated systems and verification that all specifications have been met. The CONTRACTOR shall provide any and all information necessary to facilitate the final inspection including any third party certifications.

Should the apparatus be found not ready for delivery, the CONTRACTOR shall bear any and all expenses for any additional inspection visits by the COUNTY to the CONTRACTOR'S facility.

## **SPECIFICATIONS/SCOPE OF SERVICES**

### **APPARATUS**

All apparatus provided by the CONTRACTOR shall meet the minimum requirements of the National Fire Protection Association (NFPA) as stated in the current pamphlet 1901 for Pumper, Aerial, Tanker and specialty fire apparatus and of the National Fire Protection Association (NFPA) as stated in the current Pamphlet 1906 for Woods Fire Apparatus.

### **FACTORY TRAINING**

The CONTRACTOR shall administer one hundred-sixty (160) hours of factory training per year, for each year of the contract, for troubleshooting, servicing and maintaining COUNTY equipment purchased under this contract for all COUNTY Fire Apparatus Technicians. Said training shall be conducted at a COUNTY facility at no additional cost to the COUNTY for the duration of this contract. The dates, times and duration of training shall be agreed upon by the CONTRACTOR and the COUNTY. All training materials including, but not limited to technical publications, training aids, handouts, study materials, etc. shall be provided by the CONTRACTOR at no additional cost to the COUNTY.

### **FACTORY AUTHORIZED SERVICE CENTER**

The CONTRACTOR shall certify the Orange County Fire Rescue Fleet Maintenance Facility as an authorized service center capable of back charging the CONTRACTOR for warranty work at the hourly labor rate stated on the cost proposal form.

### **RESPONSE TIMES**

The CONTRACTOR shall adhere to a response time of not greater than four (4) hours to any apparatus out of service covered under warranty in the COUNTY seven (7) days a week. The CONTRACTOR shall adhere to a response time of not greater than twenty-four (24) hours to any apparatus not out of service covered under warranty in the COUNTY Monday through Friday.

### **PARTS**

The CONTRACTOR shall keep an ample inventory of high use parts to ensure parts availability. The CONTRACTOR shall provide a parts list with pricing and the percentage discount off of the list price for all parts. The CONTRACTOR shall provide an Internet based parts ordering system and make it available for use by employees of the Orange County Fire Rescue Department in the ordering of parts.

### COST PROPOSAL FORM

The CONTRACTOR shall provide the COUNTY fire apparatus, equipment, parts, a reimbursement rate for warranty work and any percentage discounts available for the CONTRACTOR'S performance as set forth in the specifications/scope of services herein contained.

<u>Item#</u>	<u>Description</u>	<u>Unit Price/% Discount</u>
1.	Fire Apparatus as specified:	
	Commercial Chassis Pumpers and Tankers	<u>Dealer Net plus 3%</u>
	Custom Chassis Pumpers and Tankers	<u>Dealer Net minus 1%</u>
	Mini Pumpers	<u>Dealer Net plus 3%</u>
	Woods Fire Fighting Apparatus	<u>Dealer Net plus 3%</u>
	Commercial Chassis Rescues	<u>Dealer Net plus 3%</u>
	Custom Chassis Rescue	<u>Dealer Net plus 3%</u>
	Aerial Ladders and Platforms	<u>Dealer Net minus 1%</u>
	Specialty Units	<u>Dealer Net plus 3%</u>
	Tradition Series	<u>Dealer Net plus 6%</u>
2.	Equipment/Accessories, FOB Destination	<u>Cost plus 14%</u>
3.	Parts, FOB Destination	<u>List minus 20%</u>
4.	Reimbursement for Warranty Work, per hour	<u>\$55.00</u>

HALL-MARK FIRE APPARATUS

BY: James W. Hall  
TITLE: PRESIDENT  
DATE: 11/08/05

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

BY: Johnny M. Richardson  
Johnny M. Richardson, CPPO, CFCM  
Manager  
Purchasing and Contracts Division  
DATE: 11-18-05

AMENDMENT NUMBER 2  
CONTRACT Y5-1072, FIRE APPARATUS

Effective date November 18, 2009

1. In accordance with Special Terms and Conditions 14. Contract Term/Renewal, the term of the contract is hereby renewed as follows:


From: November 18, 2008 through November 17, 2009

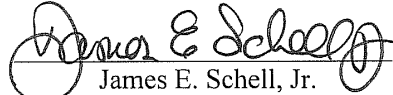
To: November 18, 2009 through November 17, 2010

2. All other terms and conditions, specification/scope of services and cost proposal unit prices, percentage discounts and markups remain unchanged.

Hall-Mark Fire Apparatus

Board of County Commissioners  
Orange County, FL

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
James E. Schell, Jr.  
Senior Purchasing Agent

*PRESIDENT*  
\_\_\_\_\_  
Title

*9/14/09*  
\_\_\_\_\_  
Date



## PIGGYBACK BID CHECKLIST

Completed by \_\_\_\_\_

1. Piggyback of bid awarded by Orange County Y5-1072

2. Date of award November 17, 2005

3. Date of expiration November 17, 2009

4. Date of last renewal November 17, 2010

5. Copy of bid award attached ☒ YES NO \_\_\_\_\_

6. Requested item same as awarded item ☒ YES NO \_\_\_\_\_

7. Approved Procurement Authorization attached ☒ YES NO \_\_\_\_\_

8. Justification Approved in budget \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9, Benefit to the Town

The fire apparatus will be used to enhance our current fleet, which is currently working at maximum capacity. The addition of three trucks will allow Davie Fire Department to provide better "in-service" status of our fleet thereby, maintaining our response time in emergency calls.

10. Contact information sheet attached ☒ YES NO \_\_\_\_\_

## CONTACT INFORMATION SHEET

AGENCY CONTACTED Hall-Mark Fire Apparatus \_\_\_\_\_

NAME William Alm \_\_\_\_\_

PHONE NUMBER 352-629-6305 \_\_\_\_\_

DATE \_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AGENCY CONTACTED \_\_\_\_\_

NAME \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AGENCY CONTACTED \_\_\_\_\_

NAME \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

DATE \_\_\_\_\_



COMMENTS

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## DAVIE FIRE RESCUE DEPARTMENT

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### INTEROFFICE MEMORANDUM

To: Joseph Montopoli, Fire Chief

Ref No.: ADM-09-001

From: Frank Suriano, Assistant Fire Chief



Subject: Fire Apparatus Purchases

Date: November 03, 2009

Attachments: ☐ YES ☒ NO

---

With the approval of the FY 2009 Budget and Capital Improvement Projects we are moving forward with the needed fire apparatus purchases. As you are aware, we have planned on purchasing two (2) fire engines and one (1) fire aerial. This would provide the town with proper coverage with frontline responses and an adequate reserve apparatus inventory for on-call status during preventative maintenance, accidents, and special details.

We recommend piggybacking a contract as these State, Government Agency, and Organizations contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature and is desirable since time is a constraint in order to save money with these purchase before the increase of costs are incurred for 2010 engines (In January 2010 the EPA will mandate that all engines used in motor vehicles are compliant with the new 2010 emission standards). Utilization of these sources waives the requirement for a formal competitive bid. The Orange County contract meets this requirement and our apparatus specifications.

Purchasing E-One engines and aerial through Hall-Mark Fire Apparatus will keep our fleet consistent; therefore, keeping fleet costs down as opposed to having different manufacturers, makes, and models. We are also receiving other costs savings, not included in the Orange County contract, by purchasing the three (3) apparatus through Hall-Mark, which are pre-payment and multi-vehicle discounts. The total cost savings we will benefit from by purchasing the apparatus before the new 2010 emission standards are required, in addition to the pre-payment and multi-vehicle discounts, will be \$95,068.00. Waiting to purchase these apparatus can incur additional costs due to losing the cost savings mentioned above with the greater being on the new 2010 emission standards.

Working with Finance we have identified several accounts for the purchasing of these apparatus. Impact Fees will purchase the engine for Fire Zone 86 (Shenandoah Area) and used as an adaptive response unit until a fire station is built and personnel are hired. The C.I.P., Vehicle Maintenance Fund, and the Fire Bond accounts will provide funding for the remaining apparatus.

The Insurance Services Office (ISO) utilizes the Fire Suppression Rating Schedule (FSRS) which measures the major elements of a community's fire-suppression system and develops a numerical grading called a Public Protection Classification (PPCTM). ISO compares the number of in-service pumpers and the equipment carried with the number of needed pumpers and the equipment identified in

the FSRS (or equivalency list). The number of needed pumpers depends on the Basic Fire Flow, the size of the area served, and the method of operation. A general standard in our industry is to supply the department with a 3 to 1 ratio of in-service pumpers (engines) to reserve apparatus. By providing this ratio a department will have the ability to keep their units available at all times and provide service to the community. Our current ratio is 5 to 2 and with the upcoming Fire Zone 86 and possible Southwest Ranches contract, we would have no reserve apparatus available, therefore, when an apparatus breaks down or is in an accident we would have to shut a unit down and service to that section of the community will be hindered. In addition, the Town's PPCTM from ISO could be lowered, which would lead to increase insurance costs to the homeowners.

Other considerations are the life expectancy of our fire apparatus. NFPA recommends that most aerials could last under "low use" up to ten years. Our aerial truck will be ten years old this coming January. It is currently at the Fleet Vehicle Services (FVS) garage having the engine turbo replaced, which is considered a major mechanical servicing, for the second time in three years. FVS, our main service provider for vehicle maintenance, recommends life of a vehicle be based upon the *APWA Guidelines*. In our Town of Davie contract with FVS it shows an aerial/ladder has 10-12 year life, with engines at 10 years, and the Rescue/Ambulances at 7 years old. After the life expectancy of the apparatus is past it is expected that our cost to maintain them will increase. Additionally, the factory warranties for engines and drive trains that usually last 3-7 years will be expired. This financial increase will be noticeable as costs rise to simply maintain our older and well used vehicle fleet.

The purchase of these new apparatus will provide many benefits to the Town of Davie and its community. Any delay in the purchase can not only hinder our service levels, but can lose additional cost savings that we currently have been quoted as well as increases in maintenance.

I am available to meet if you would like to discuss further.



3431 NW 27<sup>th</sup> Avenue • Ocala, Florida 34475  
Office: 352-629-6305 • Fax: 352-629-2018  
Toll Free: 1-800-524-6072

To: Assistant Chief Frank Suriano  
From: Bill Alm  
Subj: 2010 EPA Compliant Engines

Date: October 29, 2009

In January 2010 the EPA will mandate that all engines used in motor vehicles are compliant with the new 2010 emission standards. Meeting these standards for most manufacturers will require the use of a urea tank and additional hardware to reduce emissions and meet the requirements.

Commercial chassis manufacturers are estimating increased pricing of between \$8000.00 and \$12,000.00 to customers. Fire apparatus manufacturers would have the same cost impact of up to \$12,000.00 combined with the potential for lost compartmentation due to the size of the urea tank and associated hardware.

Fire departments that purchase fire apparatus after December 31, 2009 will be faced with higher cost vehicles and will be faced with altering the body configuration which could result in compromising equipment normally carried on a pumper or rescue-pumper apparatus.

There are also going to be costs associated with new tools required to work on the new hardware, the cost of the urea and the cost of disposal of used urea.

Relative to your upcoming purchase of three vehicles, a 2009 order for an E-ONE 100' Platform and two custom rescue-pumpers will save the Town of Davie \$36,000.00 in engine cost alone. You are also able to utilize your apparatus body in the configuration the truck specification committee has designed around. This allows for department standardization, equipment placement continuity and uniformity in training.

Another factor to consider is end-of-the year price increases that many manufacturers are forced to implement. While there are no current plans for a price increase this year, all manufacturers are subject to commodity, raw material and fuel price fluctuations that may occur quickly in an uncertain economy.

References for the engine cost increases and for additional support information on the technical implications of the 2010 emission standards include:

Bill Sigmon – Customer Support, Cummins Southeast – Engine Supplier 813-626-1101  
Sally Wilson – Sales Representative, Maudlin International - Truck Dealership – 352-732-8151  
Bill Carroll – Director of Product Management, E-ONE – Manufacturer – 352-861-3735

[www.hall-markfire.com](http://www.hall-markfire.com)  
E-Mail: [info@hall-markfire.com](mailto:info@hall-markfire.com)



Authorized Dealer



3431 NW 27<sup>th</sup> Avenue • Ocala, Florida 34475  
Office: 352-629-6305 • Fax: 352-629-2018  
www.hall-markfire.com E-Mail: info@hall-markfire.com  
Toll Free: 1-800-524-6072

**FIRE APPARATUS PROPOSAL**

DATE: October 29, 2009

This Proposal has been prepared for:

**Chief Joseph Montopoli**  
**Town of Davie Fire Department**  
**6901 Orange Drive**  
**Davie, FL 33314**

We propose to provide you one (1) stock E-ONE HP-100 Aerial Platform mounted on a custom E-ONE Chassis, built and equipped in accordance with the customer requirements. This proposal is submitted under the pricing terms of the Orange County Purchasing Contract.

Delivery of the HP-100 Platform will be F.O.B. Town of Davie, FL and will be made approximately 90 calendar days after receipt of the order at Hall-Mark Fire Apparatus in Ocala, FL. Terms of payment shall be cash on delivery (C.O.D.).

This proposal shall expire unless accepted within 30 days after the date first set above or if the unit is sold to another customer prior to receipt of PO or signed proposal page. This expiration date may be extended, in writing, providing the unit is still available.

HP-100 Platform Price:	\$ 869,970.00
Loose Equipment Allowance	\$ 69,914.00
Total Price:	\$ 939,884.00

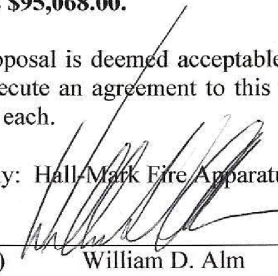
**Deduct an additional \$18,797.00 for pre-payment of \$921,086.00 (purchase price net the discount).**

**Price quoted includes a \$10,000.00 discount for purchasing the (1) 100' Platform and (2) pumpers together. The price to utilize a 2010 engine in any of the quoted apparatus would result in a minimum \$15,000.00 increase. The total savings to the City purchasing these three units under the prepayment terms is \$95,068.00.**

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute an agreement to this proposal with signatures from authorized representatives as of the date set forth by each.

Company: Hall-Mark Fire Apparatus, Inc.

Purchaser: Town of Davie, Florida

By:   
(printed) William D. Alm

By: \_\_\_\_\_  
(printed)

Title: V.P. / General Manager

Title: \_\_\_\_\_

Date: October 29, 2009

Date: \_\_\_\_\_







3431 NW 27<sup>th</sup> Avenue • Ocala, Florida 34475  
Office: 352-629-6305 • Fax: 352-629-2018  
[www.hall-markfire.com](http://www.hall-markfire.com) E-Mail: [info@hall-markfire.com](mailto:info@hall-markfire.com)  
Toll Free: 1-800-524-6072

### CONFIDENTIAL

#### Benefits of Stock Unit Purchase to Town of Davie

- 1) Immediate Delivery – The unit is available for delivery after painting & lettering to match current Town of Davie paint scheme. This also reduces increasing maintenance costs on the aerial that has over 100,000 miles on it and immediately fills the Town's aerial equipment requirement.
- 2) 2009 NFPA COMPLIANCE – The proposed platform meets current 2009 NFPA Requirements – Provides the Town with an aerial that meets the current standards that went into effect January 1.
- 3) Fleet Standardization – The Town of Davie can maintain continuity in purchasing, training, parts acquisition, warranty support and service support. One phone call to Hall-Mark Fire Apparatus fulfills all of your "After-Sale" requirements as is currently the process. **COMPONENT STANDARDIZATION** – The proposed unit is quoted with a Cummins 500 HP engine and Hale 2000 GPM Pump. Both Cummins and Hale are Davie standards in the fleet of fire apparatus.
- 4) Pricing – This unit has been deeply discounted to maintain the Town of Davie's business. E-ONE is proud of their long-standing relationship with the Town of Davie and have made substantial pricing concessions to demonstrate their commitment to both the Town and the Fire Department.
- 5) Quality – The E-ONE construction and durability, particularly in coastal environments is unmatched. The cost savings over the life of the vehicle support the value of the E-ONE over all of the other aerial manufacturers. You will never need to paint an E-ONE aerial, nor will there ever be a need to replace rubber rung covers. Both of which occur over the life of a steel ladder. The first E-ONE aluminum aerial is still in service in St. Augustine, Florida after more than 25 years.
- 6) Dealer support – Hall-Mark has technicians available to travel to your facility with fully stocked service trucks. We perform pay work and warranty work at your request. We have a productive and mutually beneficial relationship with your service organization, FVS. Our parts teams work together to quickly and efficiently serve the Fire Department.
- 7) Local business / Florida Support - An E-ONE purchase from Hall-Mark supports a Florida company that is part of the State economy. You are keeping your citizens tax dollars close to home. E-ONE employs 800 Floridians and keeping your business in the State helps protect their future and stimulate the economy.
- 8) Safety – E-ONE still stands behind the fact that they have never had an aerial failure or tip-over because of the design and safety features built in to all of our E-ONE aerial products. E-ONE truly is the safest aerial in the industry based on the number of aerials placed in service around the world and the record of failure-free performance.
- 9) Training – Davie Firefighters are familiar with E-ONE aerial platforms and their operation. Davie Firefighter will easily adapt to a new 100' E-ONE platform, understand it's design parameters and it service capabilities.
- 10) Warranty – this stock unit is sold with a full, new apparatus warranty.

11) Price Savings:	Platform Prepayment:	\$18,797.00
	(2) Pumper Prepayment:	\$21,271.00
	Multiple Unit Discount:	\$10,000.00
	2010 Engine Savings:	\$45,000.00 (price to use three 2010 engines ipo 2009 models)
	TOTAL SAVINGS:	\$95,068.00



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<b>Detail by Entity Name</b>					
<b><u>Florida Profit Corporation</u></b>					
HALL-MARK FIRE APPARATUS, INC.					
<b><u>Filing Information</u></b>					
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FEI/EIN Number 593179036					
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<b><u>Principal Address</u></b>					
3431 NW 27TH AVE OCALA FL 34475 US					
Changed 06/25/1996					
<b><u>Mailing Address</u></b>					
3431 NW 27TH AVE OCALA FL 34475 US					
Changed 03/05/2009					
<b><u>Registered Agent Name &amp; Address</u></b>					
HALL, JAMES W 7851 NW 56TH PLACE OCALA FL 34482					
Name Changed: 04/19/1994					
Address Changed: 02/23/1999					
<b><u>Officer/Director Detail</u></b>					
<b><u>Name &amp; Address</u></b>					
Title P					
HALL, JAMES W 7851 NW 56TH PLACE OCALA FL 34432					
Title S					

COLVIN, SUE S  
2260 NE 39TH ST  
OCALA FL 34479

Title V

ALM, WILLIAM D  
4994 SW 1ST AVE  
OCALA FL 34471

### Annual Reports

**Report Year Filed Date**

2007	03/14/2007
2008	03/03/2008
2009	03/05/2009

### Document Images

03/05/2009 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/03/2008 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
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# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
013-0620-522-6416	Fire Impact Fees	\$513,373.00
050-0759-591-6400	Vehicle Maintenance Fund	\$500,000.00
030-3004-522-6410	Capital Outlay Fire Pumper	\$450,000.00
030-3601-522-6110	Fire Pumper	\$500,000.00

METHOD OF PROCUREMENT (check the one that applies)

☐ Open Competitive Bidding  
☒ Piggyback on Contract Number Y5-1072  
☐ Single Source  
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed



Have Funds been Reserved ☒ Yes

Date \_\_\_\_\_ Signed \_\_\_\_\_

Signed \_\_\_\_\_

Town Administrator

BIDS SUBMITTED

VENDOR	COST
Hall-Mark Fire Apparatus	\$1,963,373

Signed \_\_\_\_\_

Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost

# DAVIE FIRE RESCUE

## Engine Ladder Details

UNIT#	Year	Make	Model	Tag #	Style Type	Mileage 1-09	Mileage 11-09	Month Average	Yearly Average	Lghts	Radio	Vin Numbers	Misc
Engines or Ladder Truck													
140106	2003	E-ONE	Hurricane	212294	Pumper	64609	72253	765	9180	X	X	4EN3AAA8431006256	Rescue/Pumper
140206	2003	E-ONE	Hurricane	212293	Pumper	72393	79615	725	8700	X	X	4EN3AAA8631006257	Rescue/Pumper
140606	2001	E-ONE	Hurricane	209988	Pumper	67152	73467	630	7560	X	X	4EN3AAA8411002978	Rescue/Pumper
140806	2001	E-ONE	Hurricane	209987	Pumper	65252	70755	550	6600	X	X	4EN3AAA8211002980	Rescue/Pumper
141006	2002	E-ONE	Hurricane	218447	Tanker	64888	71304	640	7680	X	X	4EN3AAA8411004584	Rescue/Pumper
141106	2003	E-ONE	Hurricane	212295	Tanker	72178	81077	890	10680	X	X	4EN3AAA8831006258	Rescue/Pumper
141206	2005	E-ONE	Hurricane	236454	Tanker	26939	33226	630	7560	X	X	4EN3AAA8751008571	Rescue/Pumper
150106	2000	E-ONE	C-2	209989	75' Quint	112,466	122256	980	11760	X	X	4EN3AAA8XY1003143	75' Quint

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**HALL-MARK FIRE APPARATUS, INC.**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**3431 NW 27TH AVENUE**

City, state, and ZIP code

**OCALA, FLORIDA 34475**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**59 3179036**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

**10/19/09**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

### Town of Davie Vendor/Bidder Disclosure

I, JAMES W. HALL, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: HALL-MARK FIRE APPARATUS "  
Address: 3431 NW 27<sup>TH</sup> AVE  
OCALA, FLORIDA  
FEIN 59-3179036  
State and date of incorporation FLORIDA 4/1993

#### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
<u>JAMES W. HALL</u>	<u>7851 NW 56<sup>TH</sup> PL</u>	<u>50</u> %
	<u>OCALA, FL 34482</u>	%
<u>WILLIAM D. ALLEN</u>	<u>4994 SW 1<sup>ST</sup> AVE</u>	<u>50</u> %
	<u>OCALA, FL 34471</u>	%

2. The full legal names and business addresses of any other individual (other than subcontractors, material men, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

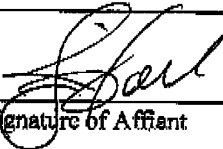
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By:



Signature of Affiant

Date: NOV 12, 2009JAMES W. HALL

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12 day of  
November 2009 by James W. Hall, he/she is

personally known to me or has presented \_\_\_\_\_ as  
identification.

CHANCE M. SEILER  
Notary Public, State of Florida  
My comm. exp. Jan. 23, 2011  
Comm. No. DD 632274

Chance M. Seiler  
Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number

My Commission Expires : \_\_\_\_\_